



Metropolitan State Hospital
11401 South Bloomfield Avenue, Norwalk, CA 90650

**REQUEST FOR PROPOSAL (RFP) - Secondary
Notice to Prospective Proposers**

July 27, 2006

To: PROSPECTIVE PROPOSERS

You are invited to submit a proposal to the California Department of Mental Health, Metropolitan State Hospital (hereinafter referred to as "DMH/MSH") for project number 06-20037-000 titled:

**Department of Mental Health/Metropolitan State Hospital
Transitional Contract for Education Services
for Adolescents and Adults Age 22 and Younger
August 28, 2006 to August 31, 2007**

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. If you do not have Internet access, a hard copy may be obtained by contacting the persons listed below.

In the opinion of DMH/MSH, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Larry Maldonado, Contract Manager, (562) 651-2221 (for questions concerning the RFP requirements)

Constance Nunley, Contract Analyst, (562) 651-4106 (for questions concerning the contracting process)

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum to this RFP.

Sincerely,

Larry Maldonado,
Assistant Hospital Administrator
Metropolitan State Hospital

Table of Contents

Section	Beginning on Page
A. Purpose and Background of this RFP	3
B. Definitions	3
C. Scope of Work	6
D. Contract Term	12
E. Minimum Qualifications	12
F. Key Action Dates	13
G. Mandatory Proposer Conference and Facilities Walk-Through	14
H. Proposer Questions	15
I. RFP Response Requirements	16
1. Technical Requirements	16
2. Cost Proposal Requirements	19
3. Required Attachments Checklist	21
4. Submission of Proposal/Format Requirements	21
J. Preference Program	24
K. Evaluation Process	24
L. Award and Protest	26
M. Disposition of Proposals	27
N. Agreement Execution and Performance	28
O. Sample Standard Agreement (STD 213)	28
Attachment 1: Required Attachment Check List	29
Attachment 2: Proposal/Proposer Certification Sheet	30
Attachment 3: Technical Proposal	32
Attachment 4: Cost Proposal	33
Attachment 5: Small Business Form	35
Appendix 1: Sample Standard Agreement (STD 213)*	36
Appendix 2: Contractor Certification Clauses (CCC-304-A)*	61
Appendix 3: Stage 1 Review - Evaluation of Adherence to Format and Required Attachment Checklist Requirements	66
Appendix 4: Stage 2 Review - Evaluation of Technical Proposal	68
Appendix 5: Stage 3 Review - Evaluation of Cost Proposal	74
Appendix 6: Stage 4 Review – Combining Scores Stage 5 Review – Adjusting Scores, Final Scores	76

*These documents are not required to be returned with the proposal package, but will be required upon award of the contract.

A) Purpose and Background of this RFP

Purpose

This RFP seeks a Contractor to provide special education services for all eligible residents of Metropolitan State Hospital in Norwalk, California. The Contractor will provide, in collaboration with the Metropolitan State hospital staff, special education and related services on-grounds for students age 22 and younger who are eligible to receive special education and related services pursuant to the federal Individuals with Disabilities Education Act (IDEA). The Contractor will provide special education services that comply with IDEA, Title 34, Code of Federal Regulations (CFR), the California Education Code, Part 30, and Title 5 of the California Code of Regulations.

Background

Metropolitan State Hospital serves individuals with mental health issues who have been placed in the hospital by county mental health agencies and/or the courts. While the primary responsibility of the hospital is to provide mental health services, the hospital is also responsible for the provision of other legally mandated services such as education. Individuals residing at Metropolitan State Hospital and who are eligible for special education services may receive those services in the community surrounding the hospital or in special education programs provided on-grounds. Services are provided as specified by the California Education Code, Part 30, Chapter 8, Special Education Programs for Individuals with Exceptional Needs Residing in State Hospitals. When it is determined by the hospital Interdisciplinary Treatment Team that an individual's special education services should be provided in a program other than on the grounds of the state hospital, the state hospital contracts with a Local Education Agency or the County Office of Education for those services. When the Interdisciplinary Treatment Team determines that the individual's special education services should be provided in a program on the grounds of the state hospital, the individual receives services in one of the two schools on-grounds at Metropolitan State Hospital (Allen Young School for students under the age of 18 and Golden Vista School for adult students age 18-22). Hospital policies do not permit children and adults to be in the same classes. This RFP seeks to find a contractor who will provide special education services on-grounds in the Allen Young School and in the Golden Vista School. The schools are one aspect of a total hospital treatment plan and the Contractor must collaborate with the hospital Interdisciplinary Treatment Team members to assure compatible approaches and goals for education services and managing classroom behaviors.

B) Definitions

For the purposes of this RFP/contract, the following definitions shall apply:

1. "AYS": Allen Young School is an on-grounds school and classrooms at MSH designated for Contractor operation and for purposes of this contract, the special education programs and related services provided by the Contractor.
2. "AYS SITE ADMINISTRATOR": A full-time site administrator(s) assigned by Contractor as required for the operation of AYS special education programs and

classes conducted pursuant to this contract and who is also the AYS school Principal.

3. "CDE": California Department of Education.
4. "DEPARTMENT" or "DMH": The State Department of Mental Health.
5. "DIRECTOR": The Executive Director of MSH.
6. "Goalview": A mandated computer generated IEP program utilized by all state hospitals.
7. "GVS": The Golden Vista School is an on-grounds school for general and adult education programs administered by MSH as provided in EC §56853. GVS provides in-kind services for an adult student with an IEP who is not permitted to attend AYS.
8. "IDT TEAM": The State Hospital Interdisciplinary Treatment Team composed of the several MSH disciplines serving Program residents.
9. "IDT/IEP TEAM" The combined IDT and IEP Teams that function for all IEP meetings to assure the student's instructional goals, special education services, and behavioral support plans are coordinated/integrated with the hospital's treatment approaches and goals.
10. "IDEA": Individuals with Disabilities Education Act (20 U.S.C. 1400 et seq.), as re-authorized in 2004.
11. "IEP": Individualized Education Program as defined in IDEA and EC § 56000 et seq.
12. "IEP COORDINATOR": A credentialed staff member, assigned by the Contractor, who coordinates with the IDT team, plans, schedules, monitors, and reviews all IEP activity to assure that IEPs are completed by the timelines and the content is fully compliant with the legal requirements. The IEP Coordinator may have other responsibilities.
13. "IEP REPRESENTATIVE": A member of the IDT/IEP Team who is a representative of the local school district and is knowledgeable about programs/services that are available for students who would best be served in community school programs (EC §56851).
14. "IWEN": An "Individual with Exceptional Needs" as defined by EC §56026 and having the same meaning as "Child with a Disability" as defined by 20 USC 1401(3)(A).
15. "IN-KIND SERVICES": Services provided by MSH in support of the Contractor in lieu of reimbursement.

16. "MSH": METROPOLITAN STATE HOSPITAL at Norwalk, California. Also referred to as the hospital and State Hospital.
17. "MSH CONTRACT ADMINISTRATOR": The MSH administrators who have the responsibility to assure the educational program of the hospital meets the legal requirements of the state and federal governments and authority to identify compliance with those standards and the performance of the Contractor and certify reasonable costs and pupil costs as they relate to the transfer of funds from the State Hospital to Contractor for education programs and services provided to students residing in the State Hospital.
18. "MSH EDUCATION ADMINISTRATOR": The administrator assigned by the Director to be responsible for overseeing all MSH education services for general and special education students and coordinating with the Project Manager and the AYS Principal.
19. "AYS OFFICE SUPPORT STAFF": Clerical staff responsible for coordinating/providing services to assist the AYS staff, expediting school communications, maintaining student IEPs, permanent and interim student records, and all reports needed to satisfy DMH, state and county reporting requirements.
20. "PARENT": As defined in EC §56863, parent shall mean a parent, a legal guardian, a conservator, a person acting as a parent of a child, or a surrogate parent appointed pursuant to IDEA. Includes the adult student once he or she attains 18 years of age.
21. "PRINCIPAL": AYS onsite administrator.
22. "PROGRAMS": Treatment programs at MSH specifically designed for the care, rehabilitation, education and training of individuals receiving treatment at the facility.
23. "PROGRAM 1": MSH Child and Adolescent Treatment Program that provides residential, health, medication, and mental health treatment services to children and adolescents under the age of eighteen.
24. "PROGRAM 1 DIRECTOR": The MSH Administrator of Program 1 which includes adult and adolescent units.
25. "PROJECT MANAGER": The corporate individual representing the Contractor with whom MSH communicates regarding the performance of the contract staff and the contract.
26. "REASONABLE COSTS": Those costs identified and certified by the CDE and DMH as representing the actual costs associated with the daily and annual education and support of each special education program or service as stipulated in the student's IEP.

- 27. "RELATED SERVICES": Any service needed by the student in order for that student to benefit from special education. (IDEA 20 U.S.C. section 1401 (26) and EC §56363).
- 28. "STUDENTS": For purposes of this contract, individuals residing at MSH who are age twenty-two and younger and who are eligible for special education services, as defined by IDEA and the California Education Code, and who are referred by MSH to be served by the Contractor.
- 29. "WRP": Wellness and Recovery Plan: refers to the plan developed by the MSH IDT team to provide mental health treatment services to the individual.

C) Scope of Work

Proposals must be submitted for the performance of all the services described herein.

- 1. The Contractor shall provide special education services to eligible students with a disability age 22 and younger. Services shall include education assessment, IEP planning and management, instruction and related services, and progress evaluation to assure a free appropriate public education (FAPE).
 - 1.1 Prior to the start of the contract term, and not necessary at the time of the submission of the proposal, the Contractor shall employ the teachers necessary as indicated in item 6. Metropolitan State Hospital provides Teacher Assistants who work with the Programs and assist each teacher daily in managing difficult behaviors and maintaining liaison with the treatment team.
 - 1.2 The Contractor shall provide related services not provided by the hospital. Related services typically provided by the Contractor will include, but not be limited to, speech and occupational therapy (OT)/physical therapy (PT). Psychological and counseling services for individuals and their parents are provided by the hospital Interdisciplinary Treatment Team. In the rare instance that intense and specialized related services are required in order for the student to benefit from special education and those services are not available from MSH or existing Contractor services, the hospital and the Contractor will negotiate an addendum to the contract in order to provide those services. Proposers should not anticipate such services or include them in the cost proposal when responding to this RFP.
 - 1.3 The Contractor shall meet all the requirements of the federal Individuals with Disabilities Education Act (IDEA) and Title 34 of the Code of Federal Regulations (CFR), the California Education Code (EC), Government Code (GC), and the California Code of Regulations (CCR).
 - 1.4 The Contractor will need to handle a large number of IEP assessments and meetings due to the turnover of students, as well as obtain prior

school records, and communicate with parents, some of who may be located in various counties and states.

- 1.5 The Contractor shall coordinate the Regular School Year and Extended Session school calendar of 220 days with MSH's Program calendar and events.
 - 1.6 The Contractor's staff must work cooperatively with the residential unit and treatment program of each student to integrate educational goals with the treatment goals for hospitalized students.
2. The Contractor shall, upon intake of a student in the Programs, collaborate with the staff of the Programs to assess the educational status of the student in preparation for the development of an IEP, in accordance with Part 30, Chapter 4, of the Education Code.
 - 2.1 The Contractor shall take whatever steps are needed in conjunction with the treatment unit social workers to obtain the prior school records for the student, including keeping accurate records of all attempts, correspondence, telephone and other communications.
 - 2.2 The Contractor shall determine the individual legally authorized to give parental consent, and establish the means of communicating with such person. The Contractor shall keep a file of all communications with the legally authorized individual.
3. The Contractor shall provide the services of a California credentialed school psychologist.
 - 3.1 The school psychologist need not be employed by proposer upon submission of the bid. If the school psychologist is not identified or employed at the time of proposal submission, then prior to the start of the contract term the Contractor shall employ a school psychologist who shall provide all school psychological services for MSH residents age 22 and younger including assessments to determine eligibility for special education.
 - 3.2 The Contractor's school psychologist shall prepare for the assessments needed to determine present levels of performance, prepare an assessment plan, and obtain parental consent for assessing.
 - 3.3 The Contractor's school psychologist shall provide a written report for the combined IDT/IEP Team of assessments, observations, and review of prior records as prescribed by Education Code (EC) section 56327 to assure reports are available to parents and IDT/IEP Team. The IDT is the hospital Inter Disciplinary Team responsible for planning and overseeing the hospital treatment of each student; member(s) of which are also members of the combined IDT/IEP Team.

- 3.4 The Contractor's school psychologist shall participate on the IDT/IEP Team as prescribed by EC 56341.
 - 3.5 The Contractor's school psychologist shall develop a behavior support plan for each student based on the diagnosis and treatment goals of the hospital IDT Team. The purpose of the behavior support plan is to provide the teacher with best practices or approaches for managing the student's behavior and promoting the treatment team goals in the classroom. This plan must not reveal medical information and must adhere to Health Insurance Portability and Accountability Act (HIPAA).
 - 3.6 The Contractor's school psychologist and/or IEP Coordinator shall prepare for and conduct a triennial evaluation and triennial IEP at least 30 days prior to the time the student turns 18. This is to assure that IDEA eligibility has been confirmed prior to the student becoming an adult and that the student understands their rights under IDEA which may affect their decision for continued special education services.
4. The Contractor shall be responsible for the development of IEPs in accordance with the provisions of IDEA and the Education Code and in coordination with the hospital's goals for the student.
- 4.1 The Contractor shall utilize the DMH/MSH electronic IEP format and program, Goalview, utilizing special content needed to assure appropriate program options for students in a hospital.
 - 4.2 The Contractor, in conjunction with MSH staff, shall plan, send notices, conduct all needed IDT/IEP meetings, obtain consent, and provide copies as required. Planning must include the contingencies of extra efforts to maintain parental interest and participation as many reside throughout Southern California.
 - 4.3 The Contractor shall ensure a behavior support plan is included in the IEP as appropriate for each individual student.
 - 4.4 A transition services plan shall be a part of each IEP in accordance with the provisions of IDEA and the California Education Code, Part 30.
 - 4.5 The IDT/IEP Team shall consider the opportunity for community school attendance in accordance with the provisions of EC 56851. The hospital will contract with the local community school district for the services of an IEP Representative who will be a member of the IDT/IEP Team. (EC §56851)
 - 4.6 The Contractor shall schedule an IDT/IEP exit meeting for every student who leaves special education without transferring to another public education agency's special education program.

5. The Contractor shall be responsible for the curriculum and courses of study necessary to meet the educational and graduation needs of the various students. The Proposer may continue to utilize the Whittier area schools curriculum for AYS or one similar approved by the MSH Education Administrator.
 - 5.1 The courses of study shall provide all units required by EC 51200-206 and 51220-230 as needed by students to achieve a high school graduation and diploma (EC 51225.3).
 - 5.2 The curriculum shall also emphasize:
 - 5.2.1 Reading and English language skills.
 - 5.2.2 Career education, vocational education, and work experience as well as academic achievement.
 - 5.2.3 Attention to enhancing behavioral skills and attitudes.
 - 5.3 The Contractor shall collaborate with MSH treatment staff as appropriate in the development of IEP transition services, transition plans, and/or Industrial Therapy programs.
 - 5.4 The DMH/MSH Programs intends to provide some extra-curricular and recreation programs on the unit for resident students.
 - 5.5 Field trips by AYS teachers and extra-curricular activities outside of AYS may be approved when planned and conducted with the participation of DMH/MSH Program staff.
6. Teachers and substitute teachers need not be employed by proposer at the time of the submission of the proposal. Prior to the term of the contract, if not already employed, the Contractor shall hire teachers and substitute teachers to cover absences when necessary, to provide a comprehensive educational program. The current enrollment is close to 30 students requiring 4 or 5 teachers, however enrollment could increase and teachers may need to be added during the school year. There have been 100 students in the past (several years ago), however the future is undetermined and is dependent on the needs of County Mental Health agencies. Class sizes should average 8 students and may not exceed 12 students. Designated Instructional Services (DIS) specialists may be needed part-time, many of whom MSH provides, however, if an eligible student is capable of attending GVS general education classes, AYS may need to provide some Resource Specialist or DIS services.
 - 6.1 All AYS teachers provided by the Contractor shall be appropriately credentialed by the Commission on Teacher Credentialing and hold special education credentials as appropriate. Teachers shall be subject matter prepared and shall meet the No Child Left Behind (NCLB) requirements.

- 6.2 Contractor shall provide the MSH Education Administrator with a copy of any and all credentials, licenses, and certificates upon the employment of staff to fill any position requiring such, prior to and throughout the term of the contract.
- 6.3 All professional staff provided by the Contractor are expected to have had training and experience with difficult to teach students and students with emotional and behavioral problems. All staff provided by the Contractor shall participate in MSH and Central Program Services (CPS) orientation and safety training in-service programs designed to prevent injury to staff and enhance the therapeutic environment of the treatment program. The AYS staff provided by the Contractor shall participate in professional development activities as required by DMH/MSH.
- 6.4 The Contractor shall design flexible assignments of teachers to manage the population changes, the various needs of students and the changing characteristics of students as they acquire mastery of their behaviors and treatment goals.
- 6.5 The Contractor shall warrant that it has all licenses, permits, certificates and credentials required by law to perform the work specified under this Contract and will provide evidence, upon request. The Contractor shall comply with the hospital order (GC 11152) requiring all persons having contact with MSH residents to complete a background check conducted by California Department of Justice, including fingerprinting in compliance with the provisions of the EC § 45125 et seq.
7. The Contractor shall be responsible for providing necessary instructional materials and supplies. There are existing state textbooks. The Contractor shall be responsible for the purchase of all required instructional materials and supplies and other non-equipment items required for the conduct of the special education programs and classes pursuant to the contract resulting from this RFP. DMH/MSH will reimburse the Contractor in full for purchase of all required instructional materials and supplies. Purchase of supplemental materials that are not required materials will be AYS/GVS purchases coordinated with the MSH Education Administrator. Required instructional materials provided hereunder will be in accordance with applicable provisions of the Education Code. All purchases from state and federal funds remain the property of DMH/MSH.
 - 7.1 DMH/MSH shall be responsible for administering the California Accountability Tests, the California High School Exit Examination (CAHSEE) and for the issuance of diplomas.
8. The Contractor shall take precautions to assure that student information and records are treated with care and will abide by the rules and confidentiality requirements as set forth in the Health Insurance Portability and Accountability Act (HIPPA); the Welfare and Institutions Code, Section 5328; the Federal Privacy Act PL 93-579; Individuals with Disabilities Education Act (IDEA); 20 U.S.C section 1400 et seq.; Family Educational Rights and Privacy Act (FERPA);

20 U.S.C section 1232g; and Education Code section 49060 et seq.; section 49073 et seq.

9. DMH/MSH shall provide classrooms and office space, utilities and normal maintenance. There are seven classrooms and five offices currently in use. All furniture appropriate for the school and other equipment needed by the Contractor, not otherwise authorized by the contract, shall be negotiated between Contractor and DMH/MSH. Some equipment is provided by DMH/MSH and needed equipment purchases are negotiated through the MSH Education Administrator. All purchases from state and federal funds remain the property of DMH/MSH.
10. The Contractor's AYS Site Administrator, the MSH Education Administrator, and MSH Program 1 Director or designee shall set and document a schedule of regular meetings to ensure educational and treatment information is being shared. These meetings shall include the sharing of information, training opportunities, and discussion of operational issues, to include, but not be limited to, the Quality Assessment and Improvement meetings and Budget Committee meetings. Such meetings are one avenue of communicating DMH/MSH's evaluation of the Contractor's performance. The Contractor's performance may be evaluated by reviews from DMH/MSH and the Department of Education and by any investigations of complaints filed.
11. The Contractor shall be expected to finalize, in good faith with DMH/MSH, the Work Plan submitted as part of the Technical Proposal, Attachment 3 to the RFP response and the Budget submitted as the Cost Proposal, Attachment 4 to this RFP. A final Work Plan shall be negotiated by the Contractor with DMH/MSH after the contract award date and before the start of the contract term. The Work Plan has been and shall continue to be the detailed basis of services to be provided to and received from DMH/MSH in the operation of the educational program for the special education residents of the hospital.
12. In order to assure that AYS students have an uninterrupted school year meeting the minimum school days requirement, standard termination provisions of Exhibit D, subparagraph CC, the 30 day written notice of termination may be adjusted by DMH/MSH until MSH obtains a replacement contractor or capability to continue, uninterrupted, the educational program at AYS. DMH/MSH shall make a good faith effort to obtain a continuing education program at AYS at the earliest possible time.
13. The Contractor's performance under the contract awarded as a result of this RFP shall be monitored by the MSH Education Administrator, who shares offices in the AYS building. Dispute resolution not resolved with the MSH Education Administrator shall be referred to the MSH Assistant Hospital Administrator.

Monitoring includes the review of periodic reports prepared by the Contractor's AYS Site Administrator/Principal; incident reports, and monthly student reports prepared by Contract teachers, and all Contractor reporting required by IDEA,

the Department of Education and DMH/MSH. As MSH has responsibility, the MSH Education Administrator will monitor IEPs for compliance.

Monitoring may also occur from time to time by review teams from the Department of Education and any compliance reviews resulting from the filing of a complaint.

14. Compliance Audit

The Contractor must agree that the State or its designee shall have the right to review, obtain, and copy all records pertaining to performance of the contract. The Contractor must agree to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor must further agree to maintain such records for a period of five years after final payment under the contract.

D) Contract Term

The term of the contract resulting from this RFP shall be from August 28, 2006 to August 31, 2007. This contract term shall include 190 school days of regular school instruction during September 2006 through June 2007, and 30 days for an extended school session during July and August of 2007. After August of 2007 it is the intent of DMH/MSH to provide the education services using civil service employees.

The term of the contract may change if DMH/MSH makes an award earlier than expected or if DMH/MSH cannot execute the contract in a timely manner due to unforeseen delays.

If necessary, the contract term, contract dollar amount, and/or other terms and conditions may be modified during the term of the contract. Any such modifications shall be by written amendment to the contract.

The contract resulting from this RFP shall be of no force or effect until it is signed by both parties and approved by the California Department of General Services (DGS). The Proposer awarded the contract is advised not to commence performance until a contract award has been made, all approvals have been obtained, and the awarded contract has been fully executed. Should performance commence before all approvals are obtained, services provided by the Contractor shall be considered to have been volunteered.

E) Minimum Qualifications

1. Education Code section 56857 allows the Department of Mental Health to contract "with a local public education agency, a nonpublic, nonsectarian school, or another agency to provide special education and related services on the state

- hospital grounds...” Public or private corporations, agencies, organizations or associations having experience in providing instructional services may submit proposals in response to this RFP. The Proposer must be legally constituted and qualified to do business within the State of California. With the exception of applicants whose legal status precludes incorporation (i.e., public education agencies, sole proprietorships, partnerships) applicants who are not fully incorporated by the deadline for submitting proposals will be disqualified.
2. The Proposer must show clear evidence of a minimum of three years recent experience (one of which must be within the last three years) in the operation and management of projects including, but not limited to, providing special education services for students who are considered disabled with an Emotional Disturbance (ED) as defined by IDEA 20 USC 1401 (3).
 3. The Proposer’s Project Manager assigned to this project must have a minimum of five years experience, with two years experience in the operation and management of projects and must hold an Administrative Services Credential or Master’s degree in education or a related field. He/she must be knowledgeable and experienced with both disabled adolescent students with ED and the requirements of IDEA, the California Education Code, and the California Department of Education policies. The Project Manager must be identified and employed by the proposer at the time the proposal is submitted. A copy of the Project Manager’s credentials, a resume, and two professional references for services performed within the last five years (which are similar to the Scope of Work to be performed under this contract) must be included in the proposal.
 4. The Proposer's Project Manager must be located in or near Los Angeles/Orange counties or be easily accessible to the hospital. Proposer must describe how the Project Manager will provide on-site supervision of Contractor’s staff and oversee the management of the contract with the hospital.
 5. The Proposer must demonstrate knowledge and prior experience operating a school for adolescents and adults age 22 and younger, ability to adapt a middle and high school curriculum to the needs of the students, thorough knowledge of the IEP process and content, knowledge and motivation to assist students to learn and manage their behaviors, and the skills to orient and guide teachers in the provision of a specialized school program for students with serious emotional and behavioral issues.

F) Key Action Dates

This schedule is contingent upon a number of factors including the availability of funds. Should any significant date be modified, Proposers will be notified by DMH/MSH via an addendum to this RFP to be posted on the California State Contracts Register (CSCR); accessible via the internet at <https://www.cscr.dgs.ca.gov/cscr/>), and on the MSH website at <http://www.dmh.ca.gov/Statehospitals/Metro>.

EVENT	DATE
RFP available to prospective Proposers	July 27, 2006
Mandatory (see section G. of the RFP for specific details) Proposer's Conference and Facilities Walk-through	August 2, 2006
Written Questions/Inquiries due to DMH/MSH	August 3, 2006
Date written responses, if any, to be sent to Proposers	August 4, 2006
Proposal Submission Deadline: Proposal due to DMH/MSH. Proposal must be received no later than 4:00 pm. Late proposals will not be accepted for any reason.	August 10, 2006
Evaluation and scoring of proposals	August 11 and 14, 2006
Notice of Intent to Award will be posted	August 15, 2006
Award of Contract to Successful Proposer	August 23, 2006
Work Plan and Budget Finalization	August 23-25, 2006
Proposed Contract Start Date	August 28, 2006
School Begins	September 11, 2006

G) Mandatory Proposer's Conference and Facilities Walk-Through

There will be a Proposer's Conference and Facilities Walk-Through on August 2, 2006, beginning at 10:00 am at Central Program Services building, 11401 South Bloomfield Avenue, Norwalk, CA 90650. This Conference and Facilities Walk-Through is mandatory for any Proposer who did not attend the Mandatory Conference/Walk-Through held on April 5, 2006 as part of the response process for RFP #06-20128-000. A proposal will not be accepted from a Proposer who did not attend this Conference/Walk-Through on August 2, 2006 or the Conference/Walk-Through held on April 5, 2006. Those Proposers who did attend the Conference/Walk-Through on April 5, 2006 and do not intend to attend the Conference/Walk-Through on August 2, 2006 should notify the MSH Education Administrator at 562-650-5717 by August 2, 2006 of their intent to submit a proposal.

Although this Conference/Walk-Through is not mandatory for Proposers who attended the Conference/Walk-Through on April 5, 2006, these Proposers are welcome to attend the Conference/Walk-Through on August 2, 2006.

There will be no further notice of this mandatory Conference and Facilities Walk-through. Costs of travel to the Proposer's Conference and Facilities Walk-Through are the

responsibility of the Proposer and will not be reimbursed by DMH/MSH. Questions may be discussed in the group setting. Any questions which, in the judgment of the DMH/MSH, materially alter the RFP requirements shall be answered and such questions and answers shall be included with the questions and answers referenced in section H) Proposer Questions.

H) Proposer Questions

A Proposer should notify DMH/MSH immediately if he/she needs clarification about the services being sought or has questions about the RFP instructions or requirements. Inquiries must be put in writing and transmitted to DMH/MSH. At its discretion, DMH/MSH reserves the right to contact an inquirer to seek clarification of any inquiry received. If a Proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the Proposer is assumed to understand the instructions and requirements for this RFP.

An inquiry submitted to DMH/MSH shall include the following:

1. The name of the organization submitting the question.
2. The name of a contact person along with a mailing address, telephone number and e-mail address.
3. A detailed description of the subject or issue in question or discrepancy found.
4. RFP section, page number or other information useful in identifying the specific problem or issue in question.
5. The clarification or remedy sought, if applicable.

Written inquiries about this RFP must be received by DMH/MSH by the date noted in section F., "Key Action Dates".

Questions/inquiries shall be submitted via U.S. mail, facsimile, email or hand-delivered to:

Linda S Scott
Phone: (562) 651-5717
Fax: (562) 409-7176
E-mail: Lsscott @dmhmsmh.state.ca.us

A Proposer transmitting a question is responsible for confirming the receipt of the faxed questions by the stated deadline. DMH/MSH internal processing of U.S. mail may add up to 24 hours to the delivery time. If questions are mailed, the Proposer should consider using certified, registered or express mail. Request a return receipt confirming delivery date and time of delivery. If a question is hand-delivered, allow sufficient time to locate parking and allow for sign-in at the contract office, 3rd floor at the Administration Building.

Any questions which, in the judgment of the DMH/MSH Contracts Office, materially alter the RFP requirements shall be answered in writing by the date noted in section F, "Key Action Dates". The questions and answers shall be posted on the MSH website at <http://www.dmh.ca.gov/Statehospitals/Metro> under the section title "What's New". Copies of the questions and answers shall also be sent to all parties who downloaded a

proposal package from the CSCR and entered a mailing address or email address. The questions and answers shall be sent via email if an email address is provided, or to a mailing address if an email address is not provided.

Please note that spontaneous verbal remarks provided in response to verbal inquiries are unofficial and are not binding on DMH/MSH unless later confirmed in writing. Further, no inference shall be drawn from any question DMH/MSH does not respond to in writing.

I) RFP Response Requirements

Proposals shall provide straightforward and concise descriptions of the Proposer's plan to satisfy the requirements of this RFP. The proposal shall be complete and accurate. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal. DMH/MSH shall determine the responsiveness of a proposal by its quality, not its volume, packaging or colored displays.

Special Note: When responding to item 1.5 "The Work Plan", Proposers must provide sufficient detail responding to the information requested so that the Evaluation Panel may adequately evaluate a Proposer's knowledge of the steps or processes required by law and acceptable practice.

1. Technical Proposal Requirements

The proposal must be presented in a narrative form demonstrating ability to meet all qualifications, requirements and standards specified in this RFP. The Technical Proposal must contain the following sections: Cover Letter, Table of Contents, General Approach, Agency Capabilities, Knowledge and Related Experience, Work Plan and Management and Staffing.

- 1.1 The Cover Letter must be signed by the individual qualified to make the offer to perform the work described. In the case of organizations, individuals signing this letter must indicate position title, certifying authority to make the offer on behalf of the organization.
- 1.2 Table of Contents must identify major points of discussion by page number.
- 1.3 The General Approach must provide an overview of the approach to be taken in providing the services described in the Scope of Work section of this RFP.
- 1.4 The Agency Capabilities, Knowledge and Related Experience section must describe the Proposer's general background and expertise with an emphasis on the details of work experience that qualify the Proposer to undertake this project. Emphasis should be given to experience based on work within the last five (5) years. Proposer shall also address the areas of expertise itemized in the "Minimum Qualifications" section of this RFP.

This section must include plans that demonstrate how staff and program supervision will be accomplished and how performance will be monitored to assure goals and requirements are met.

- 1.5 The Work Plan must describe in detail the tasks and activities to be undertaken in order to accomplish the purpose of the project and produce the required final results as outlined in the "Scope of Work" section of this RFP.

Proposer shall address each of the numbered activities in the Scope of Work and shall include a description of the major tasks/actions necessary for completion of each of the activities. The Work Plan must include proposed task initiation and completion dates and levels of effort (i.e. hours) by task for proposed personnel.

The Proposer must clearly differentiate the services to be provided by the corporate organization, the Project Manager, the Principal, and the services provided daily, on-site by the staff under the direction of the Principal.

The Proposer must address how the curriculum for a high school will be able to cover required courses with a limited number of teachers for the small number of students.

The proposer shall include in the Work Plan provisions for the handling of a large number of IEP assessments and meetings due to the turnover of students, obtain prior school records, and communicate with parents, some of who may be located in various counties and states.

The proposer must provide a plan for how the Proposer's staff will work cooperatively with the residential unit and treatment program to integrate educational goals with the treatment goals for hospitalized students rather than be the primary provider of mental health services.

The proposer must show an understanding of the need to work cooperatively with the general education program of GVS and the Whittier area community schools where students may participate with non-disabled peers.

Proposer shall describe accounting processes, facilities, equipment, teleconferencing or telecommunications capabilities, computer hardware and software, and any other resources that relate to the Proposer's ability to successfully complete the Scope of Work.

Proposer shall describe the processes and personnel who will manage data collection, preparation of reports, and keeping of records as may be requested from DMH/MSH and the Department of Education. Proposer must address how confidentiality will be assured.

Any anticipated theoretical or practical problems associated with the completion of each task should be discussed, and solutions, alternatives or contingency plans related to these problems should be proposed as appropriate.

- 1.6 The Management and Staffing section must present a plan for the internal management of contract work that shall ensure accomplishment of the tasks. The proposal must include in this section a staff organizational plan which identifies staff by title to be assigned to the project, the amount of time devoted to each task, lines of responsibility and approval authority.

The Management and Staffing section shall also include the name and resume, along with a list of the qualifications, of the person who will serve as Project Manager and the minimum amount of time the Project Manager will spend on-site each week.

The plan should make clear the relationship of each position to the Work Plan and should be illustrated with a staff organization chart. Proposer shall describe how and by whom Proposer's staff, subcontractors, consultants and activities shall be coordinated, managed and monitored.

The Contractor shall be required to negotiate prior approval from the DMH/MSH Project Representative before changing professional project personnel.

In addition, at a minimum this section must include the following:

- A. In addition to the Project Manager, who must be identified at the time of submission of the proposal (as described on page 13, item #3), the proposal must include a list of the professional positions and a statement of qualifications for each Key Personnel ("Key Personnel" is defined as individuals, including subcontractors and consultants, who will have responsibility for the activities outlined in the "Scope of Work section of this RFP). The statement of qualifications will include the minimum education, credentials and experience requirements of the staff who will be employed to provide services required to perform the activities outlined in the Scope of Work. These Key Personnel, including the Principal/AYE Site Administrator, school psychologist, teachers, and clerical staff, need not be hired at the time of the submission of the proposal, and may be hired prior to the start of the contract term.

Regarding the Principal position, the proposer must provide assurance that a full time, on-site school Principal/Site Administrator will be assigned to this project and will be required to have an administrative services credential, at least two years of equivalent experience as a middle or high school principal, and

will be required to demonstrate knowledge of IDEA and special education requirements including development and monitoring of the IEP process.

A copy of the resume and the Administrative Services Credential or Master's degree in education or a related field for the identified Project Manager must be included with this proposal, and copies of required credentials and documents for all other staff will be required from the Contractor prior to the start of the contract.

- B. Proposer must include a description and standards to be used in recruiting the staff. Indicate what steps will be taken to acquire teachers with the broadest scope of subject matter credentials in order to provide the widest range of curricular offering for this small high school population.
- C. Two professional references for the Project Manager for services performed within the last five years, which are similar to the Scope of Work to be performed under this contract. If two references cannot be provided, please explain. The following information must be included for each reference:
 - Name of Firm
 - Street Address, City, State, Zip Code
 - Contact Person, Telephone Number
 - Dates of Service
 - Brief Description of Service Provided
- D. A description of the competencies expected of the support staff including taking IEP meeting minutes and maintaining records.
- E. A description of how native language translations will be accomplished, since some parents may require communications in their language, esp. Spanish.
- F. The use of subcontractors is discouraged, but if contemplated, Proposer must address how subcontractors shall be selected and why, the work to be done by the subcontractors, and a description of how the subcontracted work shall be controlled, monitored, evaluated, and integrated with the treatment goals.

2. Cost Proposal Requirements

The Proposer must submit a Cost Proposal as a preliminary budget as evidence of knowledge of the cost of providing the services outlined in the Scope of Work. After the contract is awarded, DMH/MSH and the Contractor shall meet to finalize the Work Plan and the Budget, designating reimbursement schedules based on projected costs for services as specified in the State Cost Accounting Manual.

Payment shall be based on actual cost dependent on the students service needs, but in no case shall exceed the amount bid by the Proposer for any fiscal year, without a written amendment to the contract.

The Cost Proposal must take into consideration and must reflect the required Scope of Work and the Work Plan prepared in response to this RFP. Using the Cost Table in RFP Attachment 4, Proposer shall prepare a detailed cost display identifying the total, all-inclusive cost for the contract term. The cost figures shall cover all of the Scope of Work activities to be performed during the term of the contract.

The Cost Proposal must contain, at a minimum, the following information:

2.1 Using the Cost Table in RFP Attachment 4, Proposer must provide a Cost Proposal summary which covers the contract term. The Cost Table must include the following items:

- A. Labor cost detail, including hourly or billing rates for all non-certificated personnel and salary ranges for certificated personnel, and the total number of hours projected for this project. Proposers are to include the estimated salaries to be paid to personnel in each year based on placement on salary schedules, and the salary schedules must be included as a part of the Cost Proposal.
- B. Operating expense detail including office and instructional supplies, travel, etc. The Contractor will not be paid for travel time to and from work sites, however the Contractor shall be reimbursed for travel expenses and per diem set at the same rate specified by the Department of Personnel Administration (DPA) for represented employees in Unit 16, beginning from point of origin to assigned destination. The Contractor shall not be reimbursed for travel time. The current DPA guidelines can be found on the Internet at <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>.
- C. All subcontractor expenses displayed in the same manner as Contractor expenses.
- D. Detailed budget line items for completion of the work outlined in the Technical Proposal.
- E. A clear computation and explanation of all rates, including indirect cost detail, if applicable.
- F. All staffing titles used in the Cost Table must correspond to the staffing titles used in the Technical Proposal.
- G. Budgets should identify an amount to cover some limited related services such as speech and OT/PT as the hospital covers some in-kind services and a large range of medical and psychological

related services in the individual's treatment plan of the hospital. Because there can be an occasional expenditure from unusual IEP related services or litigation of IEP services, any such extraordinary individual student costs should not be budgeted in the proposal and would be the subject for a contract budget revision.

- 2.2 The contract may not necessarily be awarded to the Proposer offering the lowest Cost Proposal. See "Stage 3 Review - Evaluation of the Cost Proposal", for further information.

3. Required Attachments Checklist

The following specifies the organization and content for each proposal. A responsive proposal shall contain the following completed attachments:

Attachment 1: Required Attachment Check List

Attachment 2: Proposal/Proposer Certification Sheet

Attachment 3: Technical Proposal

Attachment 4: Cost Proposal

Attachment 5: Small Business Preference Form

4. Submission of Proposal/Format Requirements

It is essential that the proposal submitted comply with the format and content requirements detailed in this section.

- 4.1 The proposal shall be typewritten, double-spaced on white bond paper using 12-point font to the extent possible. The width of the margins and the choice of typeface are at the Proposer's discretion. Paper size shall be standard letter, 8 ½ by 11 inches, and pages should be single-side copied. Each page of the proposal must be consecutively numbered at the bottom of the page. Attachment pages do not need to be numbered. There are no specifications for formatting charts, tables, or other illustrations included in the proposal. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- 4.2 No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial the corrections in ink.
- 4.3 All proposals shall include the documents identified in the "Required Attachments Checklist" of this RFP. Proposals not including the required attachments or proposals not including the required information in each

required attachment, shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.

- 4.4 Before submitting a response to this RFP, Proposers should review the proposal to be submitted, correct all errors and confirm compliance with the RFP requirements.
- 4.5 DMH/MSH does not accept alternate contract language from a prospective contractor. A proposal with such language shall be considered a counter proposal and will be rejected.
- 4.6 A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DMH/MSH may reject any or all proposals and may waive an immaterial deviation in a proposal. DMH/MSH's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the agreement.
- 4.7 An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- 4.8 All proposals must be submitted under sealed cover and sent to DMH/MSH by the date and time shown in the "Key Action Dates" section of this RFP. Proposals received after this date and time will not be considered. Since this RFP is an "RFP Secondary" method of competitive bidding, the Cost Proposals are not required to be sent by Proposer in a separate sealed envelope, nor are the Cost Proposals opened publicly by DMH/MSH.
- 4.9 A minimum of two (2) paper copies of the proposal must be submitted to DMH/MSH in addition to the original proposal.
- 4.10 The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- 4.11 One additional, complete copy of the proposal in Microsoft Word format on CD-ROM must be submitted to DMH/MSH in addition to the original proposal.
- 4.12 All proposals must be clearly labeled on the outside of the envelope with the following information:

Request for Proposal # 06-20037
Department of Mental Health/Metropolitan State Hospital

Transitional Contract for Education Services
for Adolescents and Adults Age 22 and Younger
August 28, 2006 to August 31, 2007

- 4.13 Proposals shall be mailed or delivered to the following address (same address for U.S. Postal Service deliveries and for Hand deliveries including UPS, Express Mail, Federal Express, etc.):

California Department of Mental Health
Metropolitan State Hospital
11401 Bloomfield Avenue
Administration Building, 3rd Floor
Norwalk, CA 90650
ATTN: Constance Nunley

- 4.14 A Proposer may modify a proposal after its submission by withdrawing the original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the "Key Action Dates" section of this RFP. Proposal modifications offered in any other manner, oral or written, will not be considered.
- 4.15 A Proposer may withdraw its proposal, without cause, before the proposal submission deadline by submitting a written withdrawal request to DMH/MSH. The withdrawal request must be signed by the Proposer or an authorized agent. A Proposer may thereafter submit a new proposal prior to the proposal submission deadline.

After the proposal submission deadline, proposals may not be withdrawn.

- 4.16 DMH/MSH may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum which will be posted on the CSCR and on the MSH website at <http://www.dmh.ca.gov/Statehospitals/Metro>. The addendum will also be sent to all parties who downloaded a proposal package from the CSCR and entered a mailing address or email address.
- 4.17 DMH/MSH reserves the right to reject all proposals at any time. DMH/MSH is not required to award a contract resulting from this RFP.
- 4.18 More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- 4.19 All Technical Proposals and Cost Proposals submitted pursuant to this RFP shall become the property of the State of California. The terms and conditions within the state's proposed agreement as set forth herein are not negotiable. In the event a proposal deviates from, alters, modifies, or otherwise qualifies any of the terms herein, such act shall constitute a basis for rejection of the proposal.

4.20 No oral understanding or agreement shall be binding on either party.

J) Preference Program

Small Business Preference:

Proposers that are certified as Small Business in California are encouraged to apply. A certified small business may claim a 5% cost preference when submitting a proposal on a state contract. An explanation of small business certification and information on how to become certified as a small business and related information can be found on the Internet at <http://www.pd.dgs.ca.gov>. For the purposes of this RFP, all Proposers must submit a completed "Small Business Form" (Attachment 5).

K) Evaluation Process

A multiple stage evaluation process shall be used to review and/or score proposals. Each proposal shall be evaluated to determine responsiveness to the requirements and standards as described in this RFP. DMH/MSH will reject any proposal that is found to be non-responsive at any stage of evaluation.

Following the time and date for receipt of proposals, each proposal will be opened and evaluated using a five stage process.

Stage 1 Review- Evaluation of Adherence to Format and Required Attachment Checklist Requirements

- 1) Shortly after the proposal submission deadline, DMH/MSH will review each eligible proposal (i.e., a proposal received from a Proposer who attended a mandatory Proposer's Conference and Facilities Walk-through, and submitted the proposal to DMH/MSH in the time and manner prescribed in the RFP) to determine if the proposal meets the requirements specified in the "Submission of Proposal/Format Requirements" section of the RFP.
- 2) DMH/MSH shall evaluate each proposal to determine if the proposal has included the items identified in the "Required Attachments Checklist" section of this RFP.
- 3) Those proposals that appear to meet the format and Required Attachments requirements will pass the Stage 1 review and will be submitted to a DMH/MSH Evaluation Panel for further consideration.

Those proposals that do not meet the format and Required Attachments requirements will be deemed non-responsive and may be rejected from further consideration.

- 4) The form which will be used to evaluate a proposal's adherence to Format and Required Attachment Checklist requirements is attached to this RFP as Appendix 3.

Stage 2 Review- Evaluation of Technical Proposal

- 1) With the exception of the price in the Cost Proposal in Stage 3, the Evaluation Panel will, as a team, review, evaluate and numerically score the technical components of the Technical Proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements including if the proposal meets the requirements listed in the “Minimum Qualifications” section of this RFP.
- 2) In assigning points for individual evaluation components, the Evaluation Panel may consider issues including, but not limited to, the extent to which a proposal:
 - Is lacking information, lacking depth or breadth, or lacking significant facts and/or details, and/or;
 - Is fully developed, comprehensive and has few, if any, weaknesses, defects or deficiencies, and;
 - Demonstrates that the Proposer understands DMH/MSH's needs, the services sought, and/or the contractor's responsibilities, and;
 - Illustrates the Proposer's capability to perform all services and meet all Scope of Work requirements, and;
 - Contributes to the achievement of DMH/MSH's goals and objectives if implemented, and;
 - Demonstrates the Proposer's capacity, capability and/or commitment to exceed regular service needs (i.e., enhanced features, approaches, or methods, creative or innovative teaching solutions, etc.).
- 3) The form which will be used to evaluate a Proposer's Technical Proposal is attached to this RFP as Appendix 4. The form lists the point values for each Technical Proposal evaluation component that will be scored. An overall maximum of 70 possible points may be achieved in this stage and an overall minimum of 40 points must be achieved to be considered a responsive proposal. In addition, to be considered a responsive proposal, minimum points must be achieved for each Technical Proposal component as reflected in the chart in Appendix 4. A responsive proposal is one that meets or exceeds the requirements stated in this RFP.

Stage 3 Review- Evaluation of Cost Proposal

- 1) After the Technical Proposal scoring is complete, responsive proposals will be evaluated on the basis of cost. A maximum of 30 points may be awarded for the cost proposal.
- 2) The proposal offering the lowest total cost earns the maximum of 30 points. The remaining proposals earn cost proposal points through a cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

$$\text{Lowest Cost Proposal} \div \text{Another Cost Proposal} \times 30 = \text{Cost Points Earned}$$

3) Example for Illustration Purposes:

Lowest cost earns 30 points.

$\$100,000$ (lowest cost proposal) \div $\$125,000$ (another cost proposal) = .80
.80 x 30 points = 24 points (total cost proposal points of another Proposer)

4) The form which will be used to evaluate a Proposer's Cost Proposal is attached to this RFP as Appendix 5.

Stage 4 Review- Combining Technical Proposal and Cost Proposal Scores

For all proposals which achieve a passing score on the Technical Proposal, DMH/MSH will combine the following scores for each proposal:

Technical Proposal points
Cost Proposal points

DMH/MSH will then tentatively identify the Proposer with the highest combined score.

Stage 5 Review- Adjustments to Score Calculations for Bidding Preferences

- 1) DMH/MSH will determine and confirm which entities, if any, are eligible to receive a bidding preference (i.e., small business).
- 2) To confirm the identity of the highest scored responsible Proposer, DMH/MSH will calculate the preference points for applicable claimed preference(s) and will readjust the total score of those Proposers eligible for bidding preferences. DMH/MSH will apply preference adjustments for eligible Proposers according to State regulations following verification of eligibility with the appropriate office of the Department of General Services. More information about the allowable bidding preferences appears in the "Preference Program" section of this RFP.

L) Award and Protest

1. An award, if made, will be made to the highest scoring proposal. If two or more proposals have the same highest total score, the tie will be broken as follows:
 - A. For each of the "tied" proposals, the proposal earning the highest sum of points in the Stage 2 Review, "Evaluation of Technical Proposal", will be awarded the contract.
 - B. If the tie-breaking exercise described above results in yet another tie, the second tie will be broken by a coin toss administered by the Contract Manager and the Evaluation Panel.
2. Prior to awarding the contract, DMH/MSH will post a Notice of Intent to Award at

11401 Bloomfield Avenue, 3rd floor Administration Building, Suite 323, Norwalk, CA 90650 for a period of five (5) working days. All proposals and all scoring sheets shall be available for public inspection following the posting of the Notice of Intent to Award (PCC 10345). See the "Disposition of Proposals" section of this RFP for additional information.

3. If any Proposer, prior to the award of agreement, files a protest with the Department of Mental Health/Metropolitan State Hospital, Contracts Office, 11401 Bloomfield Avenue, 3rd floor Administration Building, Suite 323, Norwalk, CA 90650, and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Proposer would have been awarded the contract had DMH/MSH correctly applied the evaluation standard in the RFP, or if DMH/MSH had followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

Within five (5) days after filing the initial protest, the protesting Proposer shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement must be mailed to Department of Mental Health/Metropolitan State Hospital, Contracts Office, 11401 Bloomfield Avenue, 3rd floor Administration Building, Suite 323, Norwalk, CA 90650. It is suggested that the Proposer submit any protest by certified or registered mail.

Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204). This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

M) Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public upon written request. Address questions and requests under the California Public Records Act to:

Cathy Bernarding
Community Liaison Representative
114001 S. Bloomfield
Norwalk, CA 90650
Email: DMH.Regulations@dmh.ca.gov
Voice 562-651-4272
Fax 562-651-4546

It is the policy of DMH's Contract Unit to retain contract documents for a minimum of three years from the termination date of the contract, or three years after the final payment is made to the Contractor under the terms of the contract, whichever is longer.

N) Agreement Execution and Performance

Performance shall start on the date set by DMH/MSH and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, DMH/MSH, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's proposal price and the actual cost of performing work by another Contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

O) Sample Standard Agreement (STD 213)

Attached is a sample Standard Agreement, a version of which will be signed by the Contractor. Proposer is advised to read and understand the provisions in the sample Standard Agreement (Appendix 1) as well as the related document in Appendix 2. The Contractor will be required to sign a similar Standard Agreement and related documents.

This RFP document may contain specific wording that differs from wording in the sample Standard Agreement documents. If any such discrepancies exist, the wording in the RFP document prevails during the bid process only.

This sample Standard Agreement may contain specific wording that differs from wording in the contract resulting from this RFP. If there are any such discrepancies, the wording in the contract resulting from this RFP prevails.

ATTACHMENT 1

Required Attachment Checklist

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to DMH/MSH. For your proposal to be responsive, all required attachments must be returned. This checklist must be returned with your proposal package.

	<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1	Required Attachment Check List
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Technical Proposal
_____	Attachment 4	Cost Proposal
_____	Attachment 5	Small Business Preference Form

ATTACHMENT 2

Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed with original signatures and returned along with all the "required attachments" as an entire package. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN):	8. California Corporation No.:	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print):	11. Title:	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number below: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

Technical Proposal

The Technical Proposal shall include the following information:

1. Cover Letter
2. Table of Contents
3. General Approach
4. Agency Capabilities, Knowledge and Related Experience
5. Work Plan
6. Management and Staffing

ATTACHMENT 4

Cost Proposal

The Cost Proposal must contain, at a minimum, the following information:

1. Using the Cost Table, Proposer must provide a Cost Proposal which covers the term of the contract, and identifies the total, all-inclusive cost of the project. The Cost Table must include the following items:
 - 1.1 Labor cost detail, including hourly or billing rates for all non-certificated personnel and salary ranges for certificated personnel, and the total number of hours projected for this project. Proposers are to include the estimated salaries to be paid to personnel in each year based on placement on salary schedules, and the salary schedules must be included as a part of the Cost Proposal.
 - 1.2 Operating expense detail including office and instructional supplies, travel, etc. The Contractor will not be paid for travel time to and from work sites, however the Contractor shall be reimbursed for travel expenses and per diem set at the same rate specified by the Department of Personnel Administration (DPA) for represented employees in Unit 16, beginning from point of origin to assigned destination. The Contractor shall not be reimbursed for travel time. The current DPA guidelines can be found on the Internet at <http://www.dpa.ca.gov/jobinfo/statetravel.shtm>.
 - 1.3 All subcontractor expenses displayed in the same manner as Contractor expenses.
 - 1.4 Detailed budget line items for completion of the work outlined in the Technical Proposal.
 - 1.5 A clear computation and explanation of all rates, including indirect cost detail, if applicable.
 - 1.6 All staffing titles used in the Cost Table must correspond to the staffing titles used in the Technical Proposal.
 - 1.7 Budgets should identify an amount to cover some limited related services such as speech and OT/PT as the hospital covers some in-kind services and a large range of medical and psychological related services in the individual's treatment plan of the hospital. Because there can be an occasional expenditure from unusual IEP related services or litigation of IEP services, any such extraordinary individual student costs should not be budgeted in the proposal and would be the subject for a contract budget revision.

COST TABLE
For Activities Specified in the Scope of Work

Contract Term: August 28, 2006 - August 31, 2007

Sample budget categories

Principal, Project Manager, Program Specialist, School Psychologist, IEP Coordinator Teachers, Substitutes, Speech Therapist, Occupational Therapy as needed, clerical Payroll taxes/ 401K Administration, Worker Compensation, Health Insurance Professional and General Liability, Administrative/Corporate Support, Project Manager Accounting and Payables, Payroll Service (paycheck) Human Resources, Recruiting- interviewing- hiring, Advertising, Annual curriculum, Start up curriculum, text books, calculators and equipment, art supplies, physical education supplies, projector etc., Computers, software and equipment, Office supplies, Postage, Copier, Telephone/Fax, Pagers, Training, Conferences & Educational Assistance, Administrative Travel, Finance Charges, Dues & Memberships/NPS State fee, Staff Incentives, Student Incentives, etc.

Budget Item	Cost
Labor cost detail, including hourly or billing rates for all non-certificated personnel and the total number of hours projected for this project. Proposers are to include the estimated salaries to be paid to certificated personnel in each year based on placement on salary schedules, and the salary schedules must be included as a part of the Cost Proposal. Use as many lines as needed to detail the individual costs.	\$
Operating expense detail including office and instructional supplies, travel, etc. The Contractor shall be reimbursed for travel expenses and per diem set at the same rate specified by the Department of Personnel Administration (DPA) for represented employees in Unit 16, beginning from point of origin to assigned destination. The Contractor shall not be reimbursed for travel time. The current DPA guidelines can be found on the Internet at http://www.dpa.ca.gov/jobinfo/statetravel.shtm . Use as many lines as needed to detail the individual costs.	\$
Overhead-indirect costs. Use as many lines as needed to detail the individual costs.	\$
Other costs. Use as many lines as needed to detail the individual costs.	\$
	\$
	\$
	\$
TOTAL PROPOSED COST:	\$

ATTACHMENT 5

Small Business Form

NOTICE TO ALL PROPOSERS

Small Business Preference

Section 14835, et. seq. Of the California Government Code requires that a five percent (5%) preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et. seq. A copy of the regulations is available on request. To claim the Small Business Preference, which may not exceed \$50,000 for any bid, your firm must have its principal place of business located in California and be verified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 322-5060 or (916) 323-5478.

Please complete this form and return with your Bid.

Are you claiming preference as a small business?

() YES () NO

Small Business Number _____

Name of CONTRACTOR/Organization

Street Address, City, State, Zip Code

Today's Date

APPENDIX 1
Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this through
Agreement is:

3. The maximum amount \$
Of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work page(s)

Exhibit B – Budget Detail and Payment Provisions page(s)

Exhibit C* – General Terms and Conditions

☐ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) page(s)

Exhibit E – Additional Provisions page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

**California Department of
General Services Use Only**

☐ Exempt per:

ADDRESS

EXHIBIT A

SCOPE OF WORK

(PROGRAM NARRATIVE WILL BE WRITTEN HERE IN THE ACTUAL CONTRACT)

The project representatives during the term of this agreement will be:

State Agency:	Department of Mental Health
Name:	
Title:	Contract Manager
Phone:	
Fax:	
Email:	

Contractor:	
Name:	
Title:	
Phone:	
Email:	

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears.
- C. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- D. For contracts which allow partial payments to be made, partial payments of the contract price during the progress of the work shall have a minimum 10% of the gross payment withheld pending satisfactory final completion of the entire contract.

2. Instructions to Contractor

- A. To expedite the processing of invoices submitted to Metropolitan State Hospital (MSH) for payment, all invoice(s) will be submitted to the MSH Contract Manager for review and approval at:

Metropolitan State Hospital
Attention: "MSH Contract Manager Name"
"Program Title"
"Address"

- B. Invoices shall be submitted as one original and three copies.
- C. The following items are required on all invoices:
 - 1. On printed letterhead with Contractor name and address, or on invoice template provided by MSH Contract Manager
 - 2. Bill To Address
 - 3. MSH Contract Manager's name
 - 4. Services or Products provided should be properly itemized
 - 5. Dates of Services provided
 - 6. MSH Contract Number
 - 7. Invoice Date

8. Invoice Total
9. **IMPORTANT NOTE:** *Travel information below will be included only if it is applicable to the contract.*
10. Attachments: If travel expenses are authorized in the contract, the Contractor shall provide documentation as described in section 2.D., "Travel Reimbursement".
11. Authorizing Signature

- D. **IMPORTANT NOTE:** *This section will be included only if it is applicable to the contract.*

Travel Reimbursement

Since the Contractor is not a State employee, travel reimbursement rates will be calculated in accordance with the Department of Personnel Administration (DPA) Rules 599.619, 599.631 and 599.722 for non-represented employees. Travel must be pre-approved by the MSH Contract Manager. Contractor will be reimbursed for actual expenses up to the maximum prescribed in the aforementioned DPA rules.

Along with an invoice, Contractor must submit a Travel Expense Claim (TEC) form (available from the MSH Contract Manager) or other such travel expense summary form approved by the MSH Contract Manager. Check with your Contract Manager for the appropriate document. All reimbursable travel expenses must be documented and receipts submitted to verify the following expenses: lodging, rental car, fuel for rental car and parking. A copy of the travel itinerary is required for all air travel. The time an individual leaves his/her office or residence and returns to his/her office or residence will be used in calculating per diem allowances. Expense claim forms must specify these times in order to be processed for payment.

Contractor must retain copies of all expense claim forms and receipts for at least three years from the final payment of this contract in case of an audit. For an overview of DPA's travel reimbursement program go to <http://www.dpa.ca.gov/jobinfo/statetravel.shtml>. For specific questions regarding which travel expenses are reimbursable, contact the MSH Contract Manager.

3. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.
- C. If this contract overlaps Federal and State fiscal years, should funds not be appropriated by Congress and approved by the Legislature for the fiscal year(s) following that during which this contract was executed, the State may exercise its option to cancel this contract.

In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this contract in any manner.

4. Budget

Charges/rates shall be computed in accordance with the budget detail included in Exhibit B. If major budget categories are listed in the budget detail section of Exhibit B, the cost of each major budget category may vary up to 15% within each Fiscal Year (FY) without MSH approval so long as the total amount budgeted for the FY is not exceeded.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Budget Detail

(THE BUDGET FOR THE CONTRACT TERM WILL BE OUTLINED IN SPECIFIC DETAIL HERE IN THE ACTUAL CONTRACT)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page will not be included with the final contract, The General Terms and Conditions will be included in the contract by reference to Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> - GTC 1005 Dated **<DATE>**.

GTC 1005

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and

compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.”

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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SAMPLE

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- A. **SUBCONTRACTS.** Except for subcontracts identified in the proposal in accordance with the Request for Proposal or Invitation for bid, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments, in addition to any other relevant terms and conditions.
- B. **PUBLICATIONS AND REPORTS.** If publications and reports are provided for in the Contract, Contractor shall:
1. Incorporate any comments or revisions required by the State into any publication or report and shall not publish any material until it receives final State approval.
 2. Furnish two copies of each publication and report required plus one reproducible original.
 3. Illustrations, maps and graphs in summaries and publications and reports shall be developed in a manner which allows the complete illustration to be contained on a single 8-1/2 by 11 page unless specific written approval is given to the contrary.
 4. Graphs, illustrations and printed materials shall be printed in a single color throughout each publication unless prior State approval is granted.
 5. Contractor's name shall appear only on the cover and title page of publications and reports and summaries. Covers and title pages will read as follows:

DEPARTMENT OF MENTAL HEALTH
TITLE
By (Contractor)
 6. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. DMH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
 7. If the publication and/or report is prepared by non-employees of the Department, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code Section 7550).
- C. **PROGRESS REPORTS.** If progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at

least once a month to Contract Manager. This progress report shall include, but not be limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and be available to meet with State representatives to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

- D. **PRESENTATION.** Upon request, Contractor shall meet with the State to present any findings, conclusions and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report must be completed on or before the date indicated in the Contract.
- E. **FISCAL RECORDS.** Contractor shall furnish detailed itemization of and retain all records relating to direct expenses reimbursed and to hours of employment in performance of this Contract by any employee of Contractor for which the State is billed. In addition, Contractor shall establish accounting procedures subject to State approval--or the State shall approve existing procedures--and the Contractor shall maintain for at least three years books, papers, records, documents, and other evidence sufficient to determine the costs and hours spent fulfilling the terms of this Contract and related incidental tasks. Contractor shall allow State representatives to review any of these materials.
- F. **DEPARTMENT OF MENTAL HEALTH STAFF.** Department of Mental Health staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Contract Manager. In this connection, Department of Mental Health staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- G. **CONFIDENTIALITY OF DATA AND DOCUMENTS.**
1. Contractor will not disclose data or documents or disseminate the contents of the final or any preliminary report without express permission of the Contract Manager.
 2. Permission to disclose information or documents on one occasion or at public hearings held by the Department of Mental Health relating to the same shall not authorize Contractor to further disclose such information or documents on any other occasion.
 3. Contractor will not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the Department of Mental Health's actions on the same, except to the Department of Mental Health staff, Contractor's own personnel involved in the performance of this Contract, at a public hearing, or in response to questions from a legislative committee.
 4. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
 5. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

6. After any data or documents submitted has become a part of the public records of the State, Contractor may, if it wishes to do so, at its own expense and upon approval by the Contract Manager, publish or utilize the same but shall include the following legend

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Mental Health, but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

H. PROVISIONS RELATING TO DATA.

1. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
2. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Contract and which has been reasonably demonstrated as being of a proprietary force and effect at the time this Contract is commenced.
3. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
4. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
5. "Generated data" shall be the property of the State unless and only to the extent that it is specifically provided otherwise herein.

6. The title to Contractor's proprietary data shall remain in the Contractor's possession throughout the term of this Contract and thereafter. As to generated data which is reserved to the Contractor by express terms of this Contract and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three years after receipt by the State of the final report or termination of this Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to this Contract, whichever is later.
7. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify State of any such contemplated action; and State may within 30 days after said notification determine whether it desires said data to be further preserved and, if State so elects, the expense of further preserving said data shall be paid for by the state. Contractor agrees that State shall have unrestricted reasonable access to the same during said three-year period and throughout the time during which said data is preserved in accordance with this Contract, and Contractor agrees to use best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.
- I. **APPROVAL OF PRODUCT.** Each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud, mistake or arbitrariness.
- J. **SUBSTITUTIONS.** Contractor's key personnel as indicated in its proposal may not be substituted without Contract Manager's prior written approval.
- K. **NOTICE.** Notice to either party may be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.
- L. **WAIVER.** No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.
- M. **GRATUITIES AND CONTINGENCY FEES.** The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract, provided that the existence of the

facts upon which the State makes such findings that shall be an issue may be reviewed in any competent court.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount which shall be not less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

- N. INSURANCE. Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term:

Sufficient and adequate Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same; and

Sufficient and adequate Liability Insurance to cover any and all potential liabilities and agrees to furnish to State satisfactory evidence thereof upon request by State.

- O. CONTRACT IS COMPLETE. Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.
- P. CAPTIONS. The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do no purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.
- Q. PUBLIC HEARINGS. If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor will make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State will reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.
- R. EQUAL EMPLOYMENT OPPORTUNITY. If this Contract provides for payment in excess of \$10,000 during the performance of this Contract, the Contractor agrees to comply with

the provisions of Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations. (41 CFR Part 60)

- S. DVBE. Unless specifically waived by the Deputy Director of Administrative Services of the Department of Mental Health, Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.
- T. FORCE MAJEURE. Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God, interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other parties written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other parties written notice thereof and shall resume performance under this Contract.
- U. PERMITS AND LICENSES. The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

- V. LITIGATION. The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.
- W. SEVERABILITY. If any provision of this Contract is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of this Contract and remainder of this Contract shall remain in full force and effect. Therefore, the provisions of this Contract are and shall be deemed to be severable.

- X. **DISPUTES.** [This language may be revised in the contract awarded as a result of this RFP.] Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the DMH Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by the Department of Mental Health's Deputy Director of Administration. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Deputy Director of Administration, Department of Mental Health, 1600 9th Street, Room 150, Sacramento, California 95814. Such written notice must contain the Contract Number. The decision of the Deputy Director of Administrative Services shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Deputy Director of Administration shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision. Pending the final decision by the Deputy Director of Administration or his/her designee, the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Deputy Director of Administration, will excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq., and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

- Y. **PUBLIC CONTRACT CODE.** Contractor is advised that provisions of Public Contract Code Sections 10355 through 10382 pertaining to the duties, obligations and rights of a consultant service contractor are applicable to this Contract.
- Z. **EVALUATION OF CONTRACTOR'S PERFORMANCE.** The Contractor's performance under this Contract will be evaluated by the State after completion of the contract. A copy of the written evaluation will be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

- AA. **TRAVEL.** Contractor's headquarters for purposes of payment of travel shall be the city designated in the signature block unless otherwise specified in the contract.

For travel necessary to the performance of this Contract, contractor shall use and submit travel reimbursement forms provided by DMH. All reimbursements shall be made in accordance with, and shall not exceed the rates authorized by, the State Administrative Manual and the Policies and Procedures of the Department of Mental Health (DMH). All requests to exceed any base reimbursement rate established in the State Administrative Manual or the Policies and Procedures of DMH must be made and approved prior to the date of travel and must be submitted in writing to the State's Contract Manager.

- BB. **PRIORITY HIRING CONSIDERATIONS FOR CONTRACTS EXCEEDING \$200,000.** If the resulting contract will have a total contract value of \$200,000 or more, the contractor is hereby advised that it will be obligated to give priority consideration in filling vacancies in positions funded by the resulting contract to qualified recipients of aid under Welfare and

Institutions Code Section 11200. This requirement shall not interfere with or require a violation of a collective bargaining Contract, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.

CC.TERMINATION. Unless otherwise specified, either party may terminate this Contract by giving 30 days written notice to the other party. The notice of termination shall specify the effective date of termination.

Upon the Contractor's receipt of notice of termination from the State, and except as otherwise directed in the notice, the Contractor shall:

1. Stop work on the date specified in the notice.
2. Place no further orders or enter into any further subcontracts for materials, services or facilities except as necessary to complete work under the Contract up to effective date of termination.
3. Terminate all orders and subcontracts;
4. Promptly take all other reasonable and feasible steps to minimize any additional cost, loss, or expenditure associated with work terminated, including, but not limited to reasonable settlement of all outstanding liability and claims arising out of termination of orders and subcontracts;
5. Deliver or make available to DMH all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor under this Contract, whether completed, partially completed, or in progress.

In the event of termination, an equitable adjustment in the price provided for this Contract shall be made. Such adjustment shall include reasonable compensation for all services rendered, materials supplies, and expenses incurred pursuant to this Contract prior to the effective date of termination.

DD.CLIENT CONFIDENTIALITY.

1. For contract involving clients and information regarding clients, the Contractor shall protect from unauthorized disclosure, Individually Identifiable Personal Information (IIPI), which includes, but is not limited to; client name, social security number, birth date, and any other identifying information concerning persons receiving services pursuant to this contract, except for statistical information not identifying any client. Client is defined as "those persons receiving services pursuant to a Department of Mental Health funded program." Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
2. Contractor shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client.

3. Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
4. For purposes of this section, identity shall include but not be limited to name, identifying number, symbol or other identifying piece of information assigned to the individual, such as a finger or voice print or a photograph which can be used to identify the individual person.
5. Notification of Electronic Breach. During the term of this Agreement, the contractor agrees to notify DMH immediately upon discovery of any breach of security of IIPI in computerized form if the IIPI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be made to the DMH Contract Manager within one business day. Written notice shall be provided to the DMH Contract Manager within two (2) business days of discovery. The Contractor shall take (i) prompt corrective action to cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. The Contractor shall investigate such breach and provide a written report of the investigation to the DMH Contract Manager within thirty (30) working days of the discovery of the breach at the address below:

California Department of Mental Health
Attention: (Contract Manager)
1600 9th Street
Sacramento, CA 95814

EE.CONFLICT OF INTEREST CERTIFICATION

In accordance with State laws and Departmental policy, no employees (including contractors) shall participate in incompatible activities which are in conflict with their job duties. In addition, State law requires employees whose positions are designated in the Department's Conflict of Interest Code to file statements of economic interest. Employees whose positions have been designated will be notified by the department if a statement is required.

In signing this contract, I certify that I have read and understand the following:

GOVERNMENT CODE 19990

A state officer or employee shall not engage in any employment, activity, or enterprise, which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee.

Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to all of the following:

1. Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
2. Using state time, facilities, equipment, or supplies for private gain or advantage.
3. Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
4. Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.
5. Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
6. Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
7. Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

FF. Use of State Funds

Contractor shall not use funds received from DMH pursuant to this contract to pay for costs or expenses directly related to the following:

1. The lobbying of an official position by Contractor, as an organization, to support either the passage or defeat of any legislation, initiative or ballot measure; or,
2. The lobbying of an official position by Contractor, as an organization, to support either the election or defeat of any candidate for elective office.

This provision is not intended and shall not be construed to limit the expression of the views, opinions, or positions of any members of Contractor and individual, private citizens; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

(Added by Stats. 1981, c230. Amended by Stats. 1986, c1344.)

Rev. Jul-06

Exhibit E

HIPAA BUSINESS ASSOCIATE PROVISIONS

1. Recitals

- A. It has been determined that a business associate relationship exists between the Department of Mental Health (DMH) and the contractor under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. DMH may wish to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI").
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. Under this Agreement, Contractor is the Business Associate of DMH and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DMH and uses or discloses PHI.
- E. DMH and Business Associate desire to protect the privacy and provide for the security of PHI disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations and other applicable laws.
- F. The purpose of these Provisions is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations.
- G. The terms used in these Provisions, but not otherwise defined, shall have the same meanings as those terms in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Permitted Uses and Disclosures of PHI by Business Associate

- A. *Permitted Uses and Disclosures.* Except as otherwise indicated in these Provisions, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DMH, provided that such use or disclosure would not violate the HIPAA regulations, if done by DMH.

B. *Specific Use and Disclosure Provisions.* Except as otherwise indicated in these Provisions, Business Associate may:

- (1) *Use and disclose for management and administration.* Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
- (2) *Provision of Data Aggregation Services.* Use PHI to provide data aggregation services to DMH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DMH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DMH.

Responsibilities of Business Associate

Business Associate agrees:

- A. *Nondisclosure.* Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. *Safeguards.* To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information, including electronic PHI, that it creates, receives, maintains or transmits on behalf of DMH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Business Associate will provide DMH with information concerning such safeguards as DMH may reasonably request from time to time.
- C. *Mitigation of Harmful Effects.* To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of these Provisions.
- D. *Reporting of Improper Disclosures.* To report to the DMH Privacy Officer within one business day, (916) 654-0497, of discovery by Business Associate that PHI has been used or disclosed other than as provided for by this Agreement and these Provisions.
- E. *Notification of Electronic Breach.* During the term of this Agreement, to notify DMH immediately upon discovery of any breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person. Notification shall be made to the DMH Privacy Officer within one business day at (916) 654-0497. Written notice shall be provided to the DMH Privacy Officer within two (2) business days of discovery. Business Associate shall take (i) prompt corrective action to

cure any deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations. Business Associate shall investigate such breach and provide a written report of the investigation to the DMH Privacy Officer within thirty (30) working days of the discovery of the breach at the address below:

Privacy Officer
C/o Office of HIPAA Compliance
California Department of Mental Health
1600 9th Street, Room 150
Sacramento, CA 95814

- F. *Business Associate's Contractors.* To ensure that any contractors, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of DMH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, and to incorporate, when applicable, the relevant provisions of these Provisions into each subcontract or sub-award to such agents or subcontractors.
- G. *Availability of Information to DMH and Individuals.* To provide access as DMH may require, and in the time and manner designated by DMH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DMH (or, as directed by DMH), in accordance with Health & Safety Code 123110 and 45 CFR Section 164.524. Designated Record Set means the group of records maintained for DMH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DMH health plans; or those records used to make decisions about individuals on behalf of DMH. Business Associate shall use the forms and processes developed by DMH for this purpose and shall respond to requests for access to records transmitted by DMH within 5 days of receipt of the request by producing the records or verifying that there are none within 15 days.
- H. *Amendment of PHI.* To make any amendment(s) to PHI that DMH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by DMH.
- I. *Internal Practices.* To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DMH, or created or received by Business Associate on behalf of DMH, available to DMH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DMH or by the Secretary, for purposes of determining DMH's compliance with the HIPAA regulations.
- J. *Documentation of Disclosures.* To document and make available to DMH or (at the direction of DMH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- K. *Employee Training and Discipline.* To train and use reasonable measures to ensure compliance with the requirements of these Provisions by employees who assist in the

performance of functions or activities on behalf of DMH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of these Provisions, including termination of employment.

Obligations of DMH

DMH agrees to:

- A. *Notice of Privacy Practices.* Provide Business Associate with the Notice of Privacy Practices that DMH produces in accordance with 45 CFR 164.520, as well as any changes to such notice. The most current Notice of Privacy Practices can be viewed at: <http://www.DMH.ca.gov/hipaa>.
- B. *Permission by Individuals for Use and Disclosure of PHI.* Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. *Notification of Restrictions.* Notify the Business Associate of any restriction to the use or disclosure of PHI that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

Audits, Inspection and Enforcement

From time to time, DMH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and these Provisions. Business Associate shall promptly remedy any violation of any provision of these Provisions and shall certify the same to the DMH Privacy Officer in writing. The fact that DMH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement and these Provisions, nor does DMH's:

- (a) failure to detect; or
 - (b) detection, but failure to notify Business Associate, or
 - (c) require Business Associate's remediation of any unsatisfactory practices,
- constitute acceptance of such practice or a waiver of DMH's enforcement rights under this Agreement and these Provisions.

Termination

- A. *Termination for Cause.* Upon DMH's knowledge of a material breach of these Provisions by Business Associate, DMH shall either:
 - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DMH; or

- (2) Immediately terminate this Agreement if Business Associate has breached a material term of these Provisions and cure is not possible.
- (3) If neither cure nor termination is feasible, the DMH Privacy Officer shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. *Judicial or Administrative Proceedings.* DMH may terminate this Agreement, effective immediately, if (i) Business Associate is found guilty in a criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (ii) a finding or stipulation that the Business Associate has violated a privacy or security standard or requirement of HIPAA, or (iii) other security or privacy laws is made in an administrative or civil proceeding in which the Business Associate is a party.

C. *Effect of Termination.* Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DMH (or created or received by Business Associate on behalf of DMH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, it shall continue to extend the protections of these Provisions to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

Miscellaneous Provisions

A. *Disclaimer.* DMH makes no warranty or representation that compliance by Business Associate with these Provisions, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. *Amendment.* The parties acknowledge that Federal and State laws relating to electronic data security and privacy are rapidly evolving and that amendment of these Provisions may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DMH's request, Business Associate agrees to promptly enter into negotiations with DMH concerning an amendment to these Provisions embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. DMH may terminate this Agreement upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend these Provisions when requested by DMH pursuant to this Section or (ii) Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DMH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

- C. *No Third-Party Beneficiaries.* Nothing express or implied in the terms and conditions of these Provisions is intended to confer, nor shall anything herein confer, upon any person other than DMH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. *Interpretation.* The terms and conditions in these Provisions shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of these Provisions shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- E. *Regulatory References.* A reference in the terms and conditions of these Provisions to a section in the HIPAA regulations means the section as in effect or as amended.
- F. *Survival.* The respective rights and obligations of Business Associate under Section 6.C of these Provisions shall survive the termination or expiration of this Agreement.
- G. *No Waiver of Obligations.* No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

SAMPLE

Appendix 2
Contractor Certification Clauses (CCC-1005)

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California

Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS**: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Appendix 3
Evaluation Form

Stage 1 Review
Evaluation of Adherence to Format and Required Attachment Checklist Requirements

Stage 1 is rated on a "yes/no" basis. If any item is answered "no", the proposal may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements and may be rejected.

- _____1. Proposer attended one of the mandatory Pre-Bid Conferences and Facilities Walk-through (either on April 5, 2006 or on August 2, 2006).
- _____2. Proposal was received under sealed cover by DMH/MSH by August 10, 2006 at 4:00 pm.
- _____3. One signed original proposal (marked "ORIGINAL COPY", and all documents have original signatures signed by a person who is authorized to bind the proposing firm) two copies of the proposal, and one copy of the proposal in Microsoft Word format on CD Rom were received by DMH/MSH.
4. The following Attachments were included in the proposal:
 - _____Attachment 1: Required Attachment Check List
 - _____Attachment 2: Proposal/Proposer Certification Sheet
 - _____Attachment 3: Technical Proposal including: Cover Letter (signed by an individual qualified to make the offer to perform the work of the contract. Signer has indicated position title and certified authority to make the offer on behalf of the proposing organization), Table of Contents (identifying major points of discussion by page number), General Approach, Agency Capabilities, Knowledge and Related Experience, Work Plan, and Management and Staffing
 - _____Attachment 4: Cost Proposal
 - _____Attachment 5: Small Business Preference Form
- _____5. Format: The proposal is typewritten, double-spaced on white bond paper using 12-point font to the extent possible. The width of the margins and the choice of typeface are at the Proposer's discretion. Paper size is standard letter, 8 ½ by 11 inches, and pages are single-side copied. Each page of the proposal is consecutively numbered at the bottom of the

page. Attachment pages do not need to be numbered. There are no specifications for formatting charts, tables, or other illustrations included in the proposal. Each proposal set is bound in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.

6. Proceed to Technical Proposal Evaluation?

_____ Yes: This Proposer has adhered to the Format and Required Attachment Checklist Requirements

_____ No: This proposal has been disqualified for the following reason(s):

Printed Name of Reviewer(s): _____

Signature of Reviewer(s): _____

Review Date: _____

Appendix 4
Evaluation Form

Stage 2 Review
Evaluation of Technical Proposal

An Evaluation Panel will evaluate and score the technical components (listed in the chart below) of the proposals on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements including if the proposal meets the requirements listed in the “Minimum Qualifications” section of this RFP.

Any proposal not meeting the Minimum Qualifications, or receiving less than the Minimum Point Value for any of the Technical Proposal Component sections a) through f), or receiving less than a 40 point Total Technical Proposal Score, will be rejected.

Technical Proposal Component	Point Value of Component	Minimum Point Value (must be achieved to pass Stage 2)	Total Section Points Earned
a) Minimum Qualifications	Yes/No	Yes	Pass?_____
b) General Approach	10	6	
c) Agency Capabilities, Knowledge and Related Experience	10	5	
d) Work Plan	25	16	
e) Management and Staffing	18	9	
f) Cost Effectiveness	7	4	
TOTAL Technical Proposal Score	70	40	

a) Minimum Qualifications

Minimum Qualifications	Yes	No
1. Is the Proposer legally constituted and qualified to do business within the State of California?		
2. Has the Proposer shown clear evidence of a minimum of three years recent (one of which must be within the last		

three years) experience in the operation and management of projects, including, but not limited to, providing special education services for students who are considered disabled with an Emotional Disturbance (ED) as defined by IDEA 20 USC 1401 (3)?		
3. Has proposer identified the Project Manager and shown evidence that the Project Manager is employed by the proposer? Has the proposer shown clear evidence that the Project Manager assigned to this project has a minimum of five years experience, with two years experience in the operation and management of projects, holds an Administrative Services Credential or Master's degree in education or a related field, and is knowledgeable and experienced with both disabled adolescent students with ED and the requirements of IDEA, the California Education Code, and the California Department of Education policies? Has the proposer included in the proposal a copy of the Project Manager's credentials and a resume for the Project Manager?		
4. Is the proposer's Project Manager located in or near Los Angeles/Orange counties or easily accessible to the hospital? Has the proposer described how the Project Manager will provide on-site supervision of Contractor's staff and will oversee the management of the contract with the hospital?		
5. Has the proposer demonstrated knowledge and prior experience operating a school for adolescents and adults age 22 and younger, ability to adapt a middle and high school curriculum to the needs of the students, thorough knowledge of the IEP process and content, knowledge and motivation to assist students to learn and manage their behaviors, and the skills to orient and guide teachers in the provision of a specialized school program for students with serious emotional and behavioral issues?		

For any proposal if any of the above criteria is rated "No", that proposal will be disqualified.

b) General Approach

General Approach	Points Possible	Points Earned
Understanding the Project:		
1. Degree to which the Proposer understands the context and purpose of the contract.	2	
2. Degree to which the Proposer understands the scope of the project.	3	

Approach to the Project:		
3. Extent to which the Proposer's explanation of its overall approaches or methods for accomplishing the Scope of Work seems logical, reasonable and capable of successful implementation.	5	
TOTAL	10	

c) Agency Capabilities, Knowledge and Related Experience

Agency Capabilities, Knowledge, and Related Experience	Points Possible	Points Earned
1. The extent to which the Proposer has shown his/her organization is qualified to undertake and successfully complete the activities required in the Scope of Work. a) Demonstrate how staff and program supervision will be accomplished. b) Describe how performance will be monitored to assure goals and requirements are met.	5	
2. Quality of previous work experiences and government or school district contacts.	2	
3. Strength of references concerning education programs of a similar nature and scope.	3	
TOTAL	10	

d) Work Plan

Work Plan	Points Possible	Points Earned
Technical Quality of Work Plan:		
1. Clarity, detail, and feasibility of the Work Plan in response to the requirements of the RFP.	5	
2. Degree of knowledge and application of IDEA and special education. Extent of understanding of the IEP process and its application in this hospital setting.	5	
3. Degree of knowledge of high schools, standards, and adapting the curriculum for a small high school.	4	
4. Extent and degree of thoroughness the project narrative demonstrates the Proposer's ability to complete each activity for each fiscal year by providing a description of necessary action steps, procedures, timelines and individuals who will have primary responsibility for each activity listed in the Scope of Work.	5	

5. Extent to which the Proposer demonstrates that applicable accounting processes, facilities, equipment, telecommunication, computer equipment and any related resources will ensure the Proposer's ability to successfully perform and complete the Scope of Work.	2	
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Other Work Plan Considerations:		
6. Degree of sensitivity in communicating with family members, MSH treatment staff, educational and medical community resources in obtaining information, records, and scheduling IEP's.	2	
7. Degree of awareness of any theoretical or practical problems surrounding providing an educational program in this hospital setting and with a high turnover of students who are experiencing emotional and behavioral problems and soundness of the proposed ways to address these problems.	2	
TOTAL	25	

e) Management and Staffing

Management and Staffing	Points Possible	Points Earned
Adequacy of Management and Staffing Plan:		
1. Quality of management plan and degree to which it ensures communications, cooperation, the effective and efficient operation of the project, and supervision of teachers and clerical staff to ensure that work is effectively completed in a timely manner.	4	
2. Quality of the proposed interaction among the hospital administration, staff, GVS, public schools, residential programs, and with parents.	2	
3. Quality and appropriateness of organizational plan and the extent to which it reflects adequate time commitment to each task and correlates to paperwork and student record maintenance. Extent to which the organization plan indicates Key Personnel by title and to what extent was a detailed job description, duty statement, plan for the recruitment and employment of the teaching and specialist staff provided in the proposal.	3	

Experience and Expertise of Proposed Staff:		
4. Degree of the Project Manager's knowledge of IDEA, special education, IEPs, understanding of the State's mental health system, and serious emotional disability in adolescents. To what extent has the Proposer specifically described the experience that will be required of the Site	4	

Administrator/Principal and all Key Personnel in demonstrating education administration experience and experience with difficult to teach students with emotional disabilities, and the relationship of each position to the Work Plan illustrated with a staff organization chart.		
5. Degree of demonstrated knowledge of the high school educational program, curriculum, standards, subject matter, research and system change. Quality of description of how records will be maintained, with the required competencies of the support staff who will manage them.	3	
6. Extent to which the Proposer demonstrates knowledge of staffing requirements, including qualifications, duty statements, and job descriptions.	2	
TOTAL	18	

f) Cost Effectiveness

Cost Effectiveness	Points Possible	Points Earned
1. Based on all of the information provided in the Technical Proposal, to what extent does the cost proposal appear to be cost-effective. (Cost effectiveness is defined as achieving a quality, compliant educational program for a reasonable cost)	7	
TOTAL	7	

Proceed to Cost Proposal Evaluation?

_____ Yes: This Proposer has received the minimum point score for each individual Technical Proposal scoring component and has received an overall minimum score of 40 points.

_____ No: This proposal has been disqualified for the following reason(s):

Printed Names of Reviewers (Evaluation Panel Professionals):

Signatures of Reviewers (Evaluation Panel Professionals):

Review Date:_____

Appendix 5
Evaluation Form

Stage 3 Review
Evaluation of Cost Proposal

A proposal advances to this step if it receives a minimum score of 40 points on the Technical Proposal. Since this RFP is an “RFP Secondary” method of competitive bidding, the Cost Proposals are not required to be sent by Proposer in a separate sealed envelope, nor are the Cost Proposals opened publicly by DMH/MSH.

The proposal offering the lowest total cost (as determined by the lowest “Total Proposed Cost” on the Cost Table in Attachment 4) earns the maximum of 30 points. The remaining proposals earn cost proposal points through a cost conversion formula shown below. Final calculations shall result in numbers rounded to two decimal places.

Scoring:

Did this proposal offer the lowest total cost (as determined by the lowest “Total Proposed Cost” on the Cost Table in Attachment 4) of all of the proposals received for this RFP?

If “yes”, enter “30” in the Points Earned column in the chart below.

If “no”, calculate the points earned for this section as follows:

Lowest total cost \$ _____ ÷ (divided by) this RFP total cost \$ _____ = (equals)
\$ _____ x (multiplied by) 30 (points) = _____ (“Cost Points Earned for this RFP”)*

Enter the “Cost Points Earned for this RFP” in the Points Earned column in the chart below.

Cost Proposal	Points Possible	Points Earned
Point Total from the “Total Proposed Cost” on the Cost Table in Attachment 4 (Cost Proposal Score)	30	

*Example for the purpose of illustration and understanding:

\$100,000 (lowest cost proposal) ÷ \$125,000 (another cost proposal) = .80
.80 x 30 points = 24 points (total cost proposal points of another Proposer)

Printed Names of Reviewers (Evaluation Panel Professionals):

Signatures of Reviewers (Evaluation Panel Professionals):

Review Date:_____

Appendix 6
Evaluation Form

Stage 4 Review
Combining Technical Proposal and Cost Proposal Scores

Stage 5 Review
Adjustments to Score Calculations for Bidding Preferences

Final Scores

Stage 4 Review
Combining Technical Proposal (70 points maximum), and Cost Proposal (30 points maximum) scores.

Technical Proposal Score	
Cost Proposal Score	
Total Combined Score	

Stage 5 Review
Adjustments to Score Calculations for Bidding Preferences

Is Proposer eligible to receive a 5% Small Business bidding preference?

_____ No. The Total Combined Score in Stage 4 Review is the Proposer's Final Score.

_____ Yes: This Proposer is a certified small business and may claim a 5% score preference. This preference is used only for computation purposes to determine the winning Proposer and does not alter the amounts of the resulting contract. This Proposer will have its Total Combined Score increased by 5% of the Total Combined Score awarded to the highest scored, non-small business Proposer as calculated below. The Proposer's Adjusted Total Combined Score below is the Proposer's Final Score.

Total Combined Score of the highest scored, non-small business Proposer:
_____ x (multiplied by) 5% = _____ + (added to) Total Combined
Score for this Proposer _____ = this Proposer's Adjusted Total Combined
Score (Proposer's Final Score).

Proposer’s Final Score

Printed Names of Reviewers (Evaluation Panel Professionals):

Signatures of Reviewers (Evaluation Panel Professionals):

Review Date:_____